

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 03-133**

Lancaster County & City of Lincoln intends to enter into a contract and invites you to submit a sealed proposal for:

### **ARMORED CAR AND RELATED SERVICES FOR CITY OF LINCOLN & LANCASTER COUNTY**

#### **MEETING OR EXCEEDING CITY/COUNTY'S SPECIFICATIONS**

Sealed Proposals will be received by the City of Lincoln & Lancaster County, Nebraska on or before 12:00 noon **Wednesday, May 21, 2003** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the conference/bid room located on the Ground Floor.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above. Late proposals will not be considered

#### **COMMISSIONERS**

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DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

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# **INSTRUCTIONS TO PROPOSERS**

## **City of Lincoln & Lancaster County, NEBRASKA**

### **PURCHASING DIVISION**

#### **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit six (6) complete sets of the RFP documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 Proposed prices shall be submitted on the Proposal Form included in a sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

#### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

#### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City/County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

#### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.

- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

#### **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

#### **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City/County; proposers shall not rely upon oral interpretations.

#### **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the City/County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City/County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City/County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 **The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City/County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.**
- 8.5 A committee will be assigned the task of reviewing the proposals received.
  1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City/County, and as the City/County deem will best serve their requirements.
- 8.7 The City/County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City/County.

## **9. INDEMNIFICATION**

- 9.1 The proposer shall indemnify and hold harmless the City/County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 9.2 In any and all claims against the City/County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation

under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **10. INDEPENDENT CONTRACTOR**

- 10.1 It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an *independent contractor* for all purposes and *in all situations*.
- 10.2 As an independent contractor, the contractor shall be responsible for all required reporting and income and payments of taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contribution Act, Income tax, withholding and periodic payment of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.
- 10.3 Each party shall be responsible for its own negligence and the negligence of its employees.

## **11. TERMS OF PAYMENT**

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the City/County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **12. OTHER GOVERNMENTAL ENTITIES**

- 12.1 If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the request and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

## **13. WAIVER**

- 13.1 Waiver by the County of any breach of any provision of the Contract shall not constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof. These rights shall not be exclusive, but are in addition to rights and remedies provided by law or in this contract.

## **14. LAWS**

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# **PART I**

## **PROPOSAL REQUIREMENTS**

1. **BOND REQUIREMENTS:** None
2. **INSURANCE REQUIREMENTS:** See "Insurance Requirements for All City of Lincoln and Lancaster County Contracts".
3. **SAMPLE CONTRACTS:** The enclosed contract, proposal and addenda provided to the City/County by the Contractor shall comprise the entire contract of the parties.
  - 3.1 No change in, addition to, or waiver of any provision of this contract shall be binding unless it is in writing, signed by both parties, and added to this contract as an amendment.
  - 3.2 All other expenses incurred in the implementation and operation of the services provided not mentioned herein shall be borne by the contractor.
  - 3.2 Any and all contractual agreement(s) generated as an outcome of this RFP process not be assignable by the Successful Contractor without written permission of the City of Lincoln & Lancaster County Board of Commissioners.
4. **CONTRACT TERM:** Shall be negotiated between the Successful Proposer and the City/County and shall be mutually agreeable. Our intent is to enter into a three (3) year contract with one, three year renewal period with written mutual consent.
5. **INQUIRIES FOR INFORMATION:**
  - 5.1 Solicitation Related: Kathy Smith, Assistant Purchasing Agent  
"K" Street Complex, Suite 200  
440 So. 8<sup>th</sup> Street  
Lincoln, NE 68508  
(402) 441-8309  
Email: [ksmith@ci.lincoln.ne.us](mailto:ksmith@ci.lincoln.ne.us)

# PART II SPECIFICATIONS PURPOSE, BACKGROUND, SCOPE OF SERVICE

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to provide prospective vendors/providers here and after referred to as "Proposer/s", with information to enable them to prepare and submit a proposal (Offer) for providing **Armored Car and Related Services for the City of Lincoln & Lancaster County** to meet the needs of the City of Lincoln and Lancaster County Board of Commissioners, Lincoln NE, here an after referred to as "City/County".
  - 1.1 Please be advised that personnel from both the City of Lincoln and Lancaster County intend to participate in the contract which will be the outcome of this RFP process and will both participate in the selection and contracting process,
  - 1.2 The intent of the resulting contract(s) is to establish a firm fixed price for the core requirements of the City/County and to accommodate any additional as-needed requirements. At the request of a department or agency the contractor will quote on the additional service that will be provided and an amendment will complete the process of this additional service.
  - 1.3 If awarded, the contract will commence on or about **July 1, 2003**, or the date the contract is signed and filed in the City/County Clerks. The performance period will be for three (3) years from **July 1, 2003, through June 30, 2006.**
    - 1.3.1 Contract shall be renewable for an additional three (3) year period with written mutual consent of the parties (from July 1 , 2006, through June 30 , 2009.
2. **BACKGROUND:** Located in the City of Lincoln, NE, Lancaster County and the City of Lincoln share many of the same government buildings and cooperate by jointly bidding and contracting for many common services. The services requested are to serve the following Agencies, Departments, Divisions and facilities:

**2.1 Lancaster County Treasurer**  
Attn: Terry Adams, Deputy County Treasurer  
555 So. 10<sup>th</sup> Street  
Lincoln, NE 68508

<u>Location</u>	<u>Times/week</u>	<u># of Bags</u>	<u>Time</u>	<u>Details</u>	<u>Total Avg. Deposit Amt</u>
500 W. "O" Street	two (2) days w/holidays listed in spec	1 bag plus coin bags	After 9:00 a.m.	\$2,000 cash plus checks, all copied	Approx. \$7,000 w/\$5,000 in checks

625 No. 46 <sup>th</sup> Street	five (5) days w/holidays listed in spec	1 bag plus coin bags	After 9:00 a.m.	\$40,000 cash plus checks - all copied	Approx. \$250,000 w/ \$210,000 in checks
555 So. 10 <sup>th</sup> Street, Room 102, 1 <sup>st</sup> floor	five (5) days w/holidays listed in spec	1 bag plus coin bags	After 9:00 a.m.	\$40,000 cash plus checks - all copied	Total varies greatly. Average \$5,000,000 w/o cash
delivered to:	Wells Fargo Bank, 1248 "O" Street, Lincoln, NE				

## 2.2 City Treasurer

Attn: Melinda Jones, City Treasurer  
555 So. 10<sup>th</sup> Street  
Lincoln, NE 68508

<u>Location</u>	<u>Times/week</u>	<u># of Bags</u>	<u>Time</u>	<u>Details</u>	<u>Total Avg. Deposit Amt</u>
555 So. 10 <sup>th</sup> Street, Room 103, 1 <sup>st</sup> floor	five (5) days w/holidays listed in spec	1 bag plus coin bags (12-15/day)	After 9:00 a.m.	\$120,000 cash and checks, don't copy	
Deliver to:	US Bank, 233 So., 13 <sup>th</sup> Street, Lincoln, NE 68508				

## 2.3 Public Works and Utilities

Attn: Scott Vrbka, Accounting Supervisor  
555 So. 10<sup>th</sup> Street  
Lincoln, NE 68508

<u>Location</u>	<u>Times/week</u>	<u># of Bags</u>	<u>Time</u>	<u>Details</u>	<u>Total Avg. Deposit Amt</u>
555 So. 10 <sup>th</sup> Street, Room 303, 2 <sup>nd</sup> floor	five (5) days w/holidays listed in spec	1 bag	After 9:00 a.m.	\$161,000 cash and checks, don't copy	
Deliver to:	Wells Fargo Bank, 1248 "O" Street, Lincoln, NE				

**2.4 Clerk of the District Court**

Attn: Linda Sanchez-Masi, Deputy District Court Clerk  
575 So. 10<sup>th</sup> Street  
Lincoln, NE 68508

<u>Location</u>	<u>Times/week</u>	<u># of Bags</u>	<u>Time</u>	<u>Details</u>	<u>Total Avg. Deposit Amt</u>
575 So. 10 <sup>th</sup> Street, 3 <sup>rd</sup> Floor	five (5) days w/holidays listed in spec	1 bag	After 8:00 a.m.	Average cash \$1,216.00 All checks are copied	Average checks of \$34,310.00 Total Avg. \$35,526.00
Deliver to:	Wells Fargo Bank, 1248 "O" Street, Lincoln, NE				

**2.5 County Court**

Attn: Peggy Gentles, Judicial Court Administrator  
575 So. 10<sup>th</sup> Street  
Lincoln, NE 68508

<u>Location</u>	<u>Times/week</u>	<u># of Bags</u>	<u>Time</u>	<u>Details</u>	<u>Total Avg. Deposit Amt</u>
575 So. 10 <sup>th</sup> Street, Floor	five (5) days w/holidays listed in spec	1 bag	After 9:00 a.m.	Average cash \$10,000.00 don't copy checks - but have record	Average checks of \$60,000 Total Avg. \$70,000.00
Deliver to:	US Bank, 233 So., 13 <sup>th</sup> Street, Lincoln, NE				

**2.6 City Parking Garages**

Attn: Ken Smith  
317 So 12<sup>th</sup> Street, Suite 102  
Lincoln, NE 68508

<u>Location</u>	<u>Times/week</u>	<u># of Bags</u>	<u>Time</u>	<u>Details</u>	<u>Total Avg. Deposit Amt</u>
317 So. 12 <sup>th</sup> Street, Suite 102	five (5) days w/holidays listed in spec	1 bag	After 9:00 a.m.	Average cash \$14,000  don't copy checks - but have record	Average checks of \$3,000  will require some weekends and holidays
Deliver to:	US Bank, 233 So., 13 <sup>th</sup> Street, Lincoln, NE				



2.7 **StarTran Bus System**

Attn: Scott Tharnish, Accountant  
710 "J" Street  
Lincoln, NE 68508

<u>Location</u>	<u>Times/week</u>	<u># of Bags</u>	<u>Time</u>	<u>Details</u>	<u>Total Avg. Deposit Amt</u>
710 "J" Street, Second Floor Office	one (1) Day w/holidays listed in spec	1 bag	Wednesday after 10:30 a.m.	Average cash \$5 - 7,000.00 no checks - cash only	Deposit may go as high as \$20,000 cash during football season
Deliver to:	US Bank, 233 So., 13 <sup>th</sup> Street, Lincoln, NE				

3. **SCOPE OF SERVICES:** The City/County currently has armored car service for various locations within the City of Lincoln. It is the expectation of the City/County that the services include: the collection of physical funds from various agencies, boards, and commissions within specific time frames, delivery of said funds to area banks by specific times (DEPOSITS ARE TO BE DELIVERED TO THE BANK FOR CREDIT FOR THE CURRENT DAYS RECEIPTS) and "on route" service calls.

- 3.1 The estimated deposits by the City/County for armored car services for the 2003 budget year are as indicated in the chart above. These dollar figures are provided for informational purposes only. The City/County does not guarantee any minimum or maximum amount of business to the selected contractor(s).

# **PART III**

## **PROPOSAL SUBMISSION REQUIREMENTS**

### **4. GENERAL INFORMATION AND SCHEDULE:**

- 4.1 For the purpose of this request the armored car service shall consist of: Deposits placed in sealed package(s) by the location for delivery to the financial institution.
  - 4.1.1 Sealed packages will be marked with the name and address of the sender and receiver.
  - 4.1.2 Contractor shall provide receipt books as needed by the agencies and other public bodies.
  - 4.1.3 Contractor shall accept and give written receipt for all securely sealed packages, and its receipt shall be evidence that the packages were properly sealed.
  - 4.1.4 Contractor shall charge no excess items fees for up to eight (8) packages per pickup.
    - 4.1.4.1 Any excess items fees charged by contractor shall be limited to a nominal fee for each package that exceeds eight (8) packages per pickup. Detail any and all fees charged with your RFP response.
  - 4.1.5 The contractor shall not be obligated to accept packages not securely sealed.
    - 4.1.5.1 "Sealed Packages" shall be construed as items packaged in such a way as to be securely closed and fastened, with property encased and firmly fixed inside, using an instrument which cannot be removed or re-fastened to the shipment without leaving external, visible signs of tampering.
- 4.2 Contractor agrees to furnish each pickup location with a certified signature and picture identification of all authorized collectors prior to first pickup and to give written notice in the event of revocation of such authority.
  - 4.2.1 Additionally, the contractor shall supply each location with a complete visual identification packet at each pick-up site prior to first pickup.
    - 4.2.1.1 The identification package shall provide photographs of all personnel who may be involved in providing pick-up service at the site.
    - 4.2.1.2 Prior to any changes in personnel the identification package affected by the change must be updated by the contractor and updated identification package delivered to the relevant agency or public body location
    - 4.2.1.3 Contractor may take advantage of current technology and offer updated personnel information on a web site with security for the records provide for City/County use.
- 4.3 Upon request, the Contractor shall provide change-fund service at no charge on any daypickup locations are open, purchasing the required coin and currency with funds supplied by the location and delivering same on the same or next business day to the requesting location.

- 4.3.1 Change shall be provided in the form of five (5) and one (1) dollar bills, quarters, dimes, nickels, and pennies, or as required by the agency or public body.
- 4.4 Contractor's employees shall follow all security procedures requested by the various government buildings, which may include metal detectors and show of identification.

## **5. QUALIFICATIONS OF THE PROVIDER:**

- 5.1 Provider shall have a proven track record of successfully providing armored car and related services for governmental operations reliably and satisfactorily on an on-going basis.
  - 5.1.1 Experience shall include at least five (5) successfully served governmental/public clients in the last three (3) years.
  - 5.1.2 The City/County desires specific experience in secured transport of public funds.

## **6. PROVIDER RESPONSIBILITY AND TASKS**

- 6.1 Contractor shall provide armed, uniformed, properly licensed guards who have been trained and are experienced in armored car pick up and delivery service.
  - 6.1.1 A minimum of two (2) such guards must be provided per vehicle. Guards shall be bonded and licensed and properly trained in the use of firearms.
  - 6.1.2 Guards must wear and present identification at all pick-up points. Contractor shall provide operating two-way radio and cellular telephone communication equipment for the use by guards.
  - 6.1.3 The Contractor agrees to require all of its armored car personnel to be duly licensed to carry a firearm, which shall include criminal background checks for criminal history.
- 6.2 Vehicles used for services provided under the contract shall be owned and operated by the contractor at the contractor's expense.
  - 6.2.1 All motor equipment vehicles shall be properly "armored" and equipped for the service to be performed.
  - 6.2.2 No standard street vehicles such as non-armored automobiles, vans, light trucks shall be used.
  - 6.2.3 Only armored cars meeting the standards of the accepted industry definition of such vehicles will be acceptable.
- 6.3 The Successful Proposer shall provide armored car service to the locations provided within the times specified (Pick-up service) and provide "on route" or as near the times required for deliver to the noted bank being the essential requirement of this service.

- 6.4 After the contract is awarded, the City/County will provide the successful contractor(s) with the names and telephone numbers of all department representatives.
  - 6.4.1 These individuals will serve as the daily contacts with the contractor for any questions or problems.
- 6.5 The contractor shall assign a project manager to interface with the City/County on work included in any contract that results from this solicitation.
  - 6.5.1 The Project Manager shall handle and resolve all issues including, but not limited to, pick-ups, billing and reporting.
- 6.6 Proposer shall also provide for any additional collections to any City/County Department, Agency, Board or Commission who may desire to be added to this contract at future dates. These additions will be done by written amendment signed by both parties to the Contract.
- 6.7 Proposer should also provide "On Route Service" (additional call) for collection and delivery. This service constitutes an extraordinary request by a department in the event of a large accumulation of cash should occur for some unforeseen reason.
- 6.8 During this contract, the Contractors shall maintain comprehensive general liability insurance with limits of not less than two million dollars, as well as automotive and workman's compensation insurance policies.
  - 6.8.1 A certificate of insurance, in a form satisfactory to City/County, evidencing said coverage listing City/County as additional insured, shall be provided to the City/County prior to commencement of performance of this Contract.
  - 6.8.2 In addition to the insurance required herein the Contractor agrees to obtain sufficient insurance or bonds to make the County whole in the case of loss of funds.

## **7. CITY/COUNTY RESPONSIBILITIES**

- 7.1 Allow Contractor appropriate access to make collections and deliveries in a timely manner according to the route that both parties have agreed to herein.
- 7.2 Provide employees who will coordinate deposits placed in sealed package(s) by the location for delivery to the financial institutions.
- 7.3 Coordination with Contractor's project manager to arrange schedules of pick up times and conditions for contractor's services.

## 8. SPECIFIC/SPECIAL REQUIREMENTS:

- 8.1 Delivery Dates and Exclusions: All delivery dates shall be Monday through Friday and shall be exclusive of the following government holidays:

New Year's Day	January 1 <sup>st</sup> *
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup> *
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 <sup>th</sup> *
Christmas Day	December 25 <sup>th</sup> *

\* or the days that these holidays are observed.

NOTE: **Clerk of the District Court and County Court** observes the following two additional holidays and are OPEN Christmas Eve:

Arbor Day \*

Columbus Day \*

NOTE: The **City of Lincoln Parking Garages** may have need of services on some weekends and holidays do to the services they provide.

## 9. EVALUATION CRITERIA: City/County shall consider the following criteria when determining the minimum (general) criteria of each proposer's response;

- 9.1 Does the Proposer demonstrate an understanding of City/County's needs and proposed approach to the project?
- 9.2 Does the Proposer possess the ability, capacity, skill, and financial resources to provide the service?
- 9.3 Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes in a timely manner?

- 9.4 Does the Proposer have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- 9.5 Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract the City/County seeks to establish through this RFP?
- 9.6 Is the Proposer's offer to perform the work at a fair and reasonable cost?

**10. OFFER/PREPARATION AND SUBMISSION:** Proposers offer shall contain the following:

- 10.2 Capacity and Experience: (past 5 years) Provide information, which documents your firm's and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.
- 10.2.1 Provide a listing of all previous customers during the past five years for all work of similar size and scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:
- Client name, address, and current telephone number**  
Description of services provided  
Time period of the project or contract  
Annual dollar volume of the contract  
Client's contact reference name and current telephone number
- 10.3 **Failure to provide the above information with the RFP will result in the Proposer being automatically disqualified and the RFP will not be considered.** The City/County reserves the right to contact any and all references to obtain, without limitation, information regardless of Proposer's performance on the listed jobs.
- 10.4 Compensation and Cost Data: Provide the cost breakdown for which your firm will provide the work described in this Request for Proposal, including any fee schedules for all services under this contract.
- 10.5 Key Personnel: Provide information on Contractor's key contact that will provide services to our accounts.
- 10.6 Acceptance of Conditions: Indicate any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP.

**11. SELECTION PROCESS:** Selection shall be made from proposer(s) deemed by the evaluation committee to be fully qualified and best suited among the submitted responses on the basis of the evaluation factors listed herein.

- 11.1 The City/County will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements.
- 11.2 The evaluation committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short-listing the proposals that are potentially acceptable.
- 11.3 The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the City/County may request presentations by Proposers, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed proposers.
- 11.4 The City/County reserves the right to contact any and all references to obtain, without limitation, information regarding the Proposer's performance on previous projects. A uniform sample of references will be checked for each short-listed Proposer.
- 11.5 Negotiation of the program details, time lines, etc., shall be conducted with the selected proposer(s).
- 11.6 The award document shall be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and proposal received and including all negotiated details.

# SEALED RFP SPECIFICATION NO. 03-133

RFP OPENING TIME: 12:00 NOON  
DATE: Wednesday, May 21, 2003

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any proposer to receive any addenda or interpretation shall not relieve the proposer from obligations specified in the RFP request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of the City of Lincoln and Lancaster County for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the specifications as prepared by the City/County for the consideration of the amount set forth in the following price schedule:

**PRICING:** Bidder shall quote a firm, fixed, flat monthly charge, as applicable, for the services contained below. The **total cost to the City/County shall be the monthly flat rate as bid**, and shall be firm for the initial Contract term. If there will be an additional charge or rate differential for Holiday pickups, Bidder **must indicate that charge or rate difference, if applicable, in the response.**

Bidder shall quote a **firm, fixed, flat, MONTHLY OR DAILY** rate for all pickups, and delivery to the City's designated bank, in accordance with the request, from the locations listed below. For the purpose of tabulation, the Total Annual Extended Cost shall be based on 12 months for the current requirements, and on the **"Daily Pick-up" rate** for proposed or additional services.

## Average Daily Deposit Information In Thousand \$'s

Originator	Delivery/Pickup	Amount Cash	Amount Checks	Delivery	Monthly and annual Fee
<b>Motor Vehicle</b> (Co. Treas. 500 W."O" St.	two (2) days/ week - after 9:00 A.M.	\$2,000 in cash bags	\$5,000 checks - all copied	Wells Fargo	\$_____ X 12 mo. = \$_____
<b>Motor Vehicle</b> (Co. Treas.) 625 No. 46 <sup>th</sup> St.	1 pickup 5 days per week - after 9:00 A.M.	\$40,000 in cash bags	\$210,000 checks - all copied	Wells Fargo	\$_____ X 12 mo. = \$_____
<b>County Treas.</b> 555 So. 10 <sup>th</sup> St.	1 pickup 5 days per week - after 9:00 A.M.	\$40,000 in cash bags	Varies widely - Average \$5,000,000 - checks copied	Wells Fargo	\$_____ X 12 mo. = \$_____
<b>City Treasurer</b> 555 So. 10 <sup>th</sup> St.	1 pickup 5 days per week - after 9:00 A.M.	12 - 15 coin bags per day	\$120,000 in cash and checks - don't copy checks	US Bank	\$_____ X 12 mo. = \$_____
<b>Public Works</b> 555 So. 10 <sup>th</sup> St.	1 pickup 5 days per week - after 9:00 A.M.		\$161,000 in cash and checks - don't copy checks	Wells Fargo	\$_____ X 12 mo. = \$_____
<b>Clerk of Dist. Court</b> 575 So. 10 <sup>th</sup> St.	1 pickup 5 days per week - after 800 A.M.	\$1,216.00 Average Cash	\$34,310.00 Average Checks - All checks copied	Wells Fargo	\$_____ X 12 mo. = \$_____
<b>County Court</b> 575 So. 10 <sup>th</sup> St.	1 pickup 5 days per week - after 9:00 A.M.	Average Cash \$10,000	Average Checks \$60,000 - don't copy but have a record of all checks	US Bank	\$_____ X 12 mo. = \$_____



Originator	Delivery/Pickup	Amount Cash	Amount Checks	Delivery	Monthly and annual Fee
<b>City Parking Garage</b> 317 So. 12 <sup>th</sup> Street	1 pickup 5 days per week - after 9:00 A.M.	Average Cash \$14,000	Average Checks \$3,000 - don't copy checks	US Bank	\$_____ X 12 mo. = \$_____
<b>StarTran Bus</b> 710 "J" Street	One (1) day per week on Wed. after 10:30 a.m.	Average Cash of \$5-7,000 but can run as high as \$10,000	No checks all pickups will be cash bags	US Bank	\$_____ X 12 mo. = \$_____
			TOTAL ANNUAL CITY/CO. FEES:		\$_____

As a point of information - a reconstructible check is one that has been microfilmed or copied or we are able to identify the maker with reasonable effort, however we are unable to identify the bank or account number of the maker. Any other check is considered cash.

**Bidder - please indicate the minimum advance notice required for additional service requests \_\_\_\_\_ Days/hours**

**NOTE: RETURN 6 COMPLETE COPIES OF RFP OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF RESPONSE ENVELOPE AS FOLLOWS: SEALED RFP FOR SPEC. NO. 03-133**

The undersigned signatory of the proposer represents and warrants that he has full and complete authority to submit this offer to Lancaster City/County, and to enter into a contract if this offer is accepted.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

# PROPOSER QUESTIONNAIRE

This questionnaire shall be completed and submitted along with (6 complete sets) of the following information:

- a) Your Price Proposal
- b) Letter detailing project personnel qualifications and experience
- c) Any confidential, separately bound, information

*Fill in the blanks, attach additional pages if necessary. Reference each attachment by number and elaborate or expand as desired.*

- A. **KEY CONTACT:** List your designated key contact who will be empowered to make decisions to ensure that the contract implementation and the day-to-day operation is as specified and who will serve as the point of contact for the City/County:

NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
LIST DISTANCE (if not in Lincoln) : \_\_\_\_\_ approx. no. of miles from City/Co bldg.  
NUMBER OF YEARS WITH YOUR FIRM: \_\_\_\_\_ In Industry: \_\_\_\_\_

- B. **REFERENCES:** Provide references for three **Armored Car Services** that you have successfully completed and/or currently servicing. The City/County would prefer to have references for governmental or public facility programs:

B.1 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
PROJECT DATES: \_\_\_\_\_ EST. ANNUAL \$ VOLUME: \$ \_\_\_\_\_

B.2 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
PROJECT DATES: \_\_\_\_\_ EST. ANNUAL \$ VOLUME: \$ \_\_\_\_\_

B.3 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
PROJECT DATES: \_\_\_\_\_ EST. ANNUAL \$ VOLUME: \$ \_\_\_\_\_

- C. **CORPORATE BACKGROUND:**

C.1 List the Operating and/or registered name of the Company if different than the name of the company on the signature block of this offer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C.2 List head office address, if different than the address listed on the signature block of this offer:

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C.3 Provide a brief history of the company:

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C.4 Provide an organization chart indicating individuals or positions and management structure:  
(This may be provided on a separate sheet labeled "Organizational Chart".)

C.5 How many armored vehicles does your company operate in Lancaster County and at what location are the vehicles based?

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\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**(Print Name)**

F:\FILES\SHARPURC\Spec.03\03-133 armored car.wpd

ADDITIONAL COMMENTS/CLARIFICATIONS/EXCEPTIONS (Please list below or attached to this form):

.

## **CONTRACT BETWEEN LANCASTER COUNTY AND CONTRACTOR FOR PURCHASE OF ARMORED CAR SERVICES**

THIS CONTRACT is entered into on this      day of      , 200      , by and between **LANCASTER COUNTY, NE**, ("County") and      ("Contractor"). This contract consists of the following documents:

***The signed Contract  
Request for Proposal (RFP)      ,  
Contractor's Response to RFP No., and  
Any written negotiated terms & conditions***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

***any properly executed amendment or change order to this contract (most recent with first priority),***

***this contract,  
Request for Proposal (RFP)      ,  
Contractor's Response to RFP No.      , and  
Any written mutually agreed upon changes***

**1. Duties and Responsibilities of Contractor.** Contractor agrees to provide and County agrees to purchase the following services:

- 1.1 The Contractor agrees to provide Armored Car pick up services for County and those City Divisions who choose to participate at the rates as stated on the Contractor's response to the RFP;***
- 1.2 Contractor shall furnish all tools, equipment (carts, dollies, etc.) personnel, transportation, and other accessories, services and facilities necessary to perform the services requested;***
- 1.3 Provide and perform all necessary services in a professional and workmanlike manner and in accordance with the provisions of the agreement; and***
- 1.4 Employ only trained, qualified employees whom have passed the criminal background checks and are licensed to carry a firearm. The employees shall be subject to the direction of the Contractor at all times.***

**2. Term.**

2.1 The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the County Clerk. County contemplates that the contract term will begin on or about **July 1, 2003** . The initial contract term will end on **June 30, 2006** (ending date).

2.2 This contract may be / may not be extended for one (1 ) additional term(s) of three (3) years each. The option to extend shall be exercised by and in the discretion of the County. To be effective, any extension must be approved by Lancaster County Board of Commissioners in writing. .

**3. Compensation.** Contractor shall be paid as billed on a monthly basis by location based on the number of pickups arranged at the monthly rate.

3.1 There will be no other charges or fees for the performance of this contract. The County will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days.

**4. Taxes.** The County shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the County.

**6. Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to County for damages sustained by virtue of any breach by Contractor.

**7. Termination--Funding.** Should funding for this contract be discontinued, County shall have the right to terminate the contract immediately upon written notice to Contractor.

**8. Termination--Notice.** County may terminate this contract at any time upon thirty (30) days written notice to Contractor.

**9. Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

**10. Notices and Designation of Agent for Service of Process.**

10.1 Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of Lancaster County Clerk, 555 So. 10<sup>th</sup> Street, Lincoln, NE 68508, with a copy to the recipient for County notices listed below. All other notices to the County shall be mailed or hand delivered to:

**Department:** Lancaster County Treasurer  
**Att'n:** Terry Adams, Deputy County Treasurer  
**Addr:** 555 So. 10<sup>th</sup> Street, Lincoln, NE 68508

10.2 Notices to Contractor shall be mailed or hand delivered to:

**Contractor:**  
**Att'n:**  
**Addr:**

- 11. Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with the Laws of the State of Nebraska.
- 12. Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. Insurance.** During the term of this Contract, Contractor shall maintain comprehensive general liability insurance with limits of not less than two million dollars, as well as automotive and workman's compensation insurance policies (see attached "Insurance Requirements for all County Contracts"). A certificate of insurance, in a form satisfactory to the County, evidencing said coverage shall be provided to the County prior to commencement of performance of this Contract. Throughout the term of this contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.
- 14. Insurance of the Funds.** *During the term of this Contract, Contractor shall insure, by a responsible insurance carrier, against any loss whatsoever occurring while the funds are in the Contractor's care. It is a condition of this agreement that the Contractor shall maintain said insurance at all time during the life of this agreement. Such insurance coverage shall be placed with insurers authorized to do business in the State of Nebraska, with insurers that have an A.M. Best rating of no less than A:VII unless specific approval has been granted otherwise by the County.*
- 15. Responsibility of the Funds.** *Contractor shall assume responsibility for the County's deposits or shipments commencing when the same have been delivered into the Contractor's possession and terminating when said deposits or shipments are delivered into the possession of the designated bank at the provided depository location. The delivery of the deposit or shipment with lock or seal intact shall be evidence of safe delivery.*

**16      *Entire Contract.*** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Consultant and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Consultant and the County do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:                      COUNTY OF LANCASTER, NEBRASKA

\_\_\_\_\_  
Lancaster County Attorney

\_\_\_\_\_  
Chairperson, Board of Commissioners

**EXECUTION BY CONSULTANT**

IF A CORPORATION:

\_\_\_\_\_  
Name of Corporation

ATTEST:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Secretary

(SEAL)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

# INSURANCE CLAUSE

## FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.



3. Coverage shall also include Products/Completed Operations.
  4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
  5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- Bodily Injury and Property Damage    1,000,000 Combined Single Limit
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*